

United States Bankruptcy Court
Eastern District of Virginia
Norfolk Division

In Re:
Ricardo Melgoza and Laura Fuentes
Melgoza
Debtors

BCN#: 12-75300/FJS
Chapter: 13

HSBC Bank USA, National Association, as
Trustee of the First NLC Trust 2005-4,
Mortgage-Backed Certificates, Series 2005-4
Movant/Secured Creditor,

Consent Order

v.
Ricardo Melgoza and Laura Fuentes Melgoza
Debtors
and
Michael P. Cotter
Trustee
Respondents

Whereas, the parties are in agreement;

It is ordered that the Automatic Stay of 11 U.S.C. §362(a) is hereby terminated so as to permit the Movant to commence foreclosure proceedings in accordance with applicable state law and pursuant to the terms of the deed of trust securing the Movant as to the real property designated as 6340 Drew Drive, Virginia Beach, VA 23464.

It is further ordered that the Movant shall forbear from exercising any rights to foreclosure under applicable law as to the subject real property provided that, and so long as, the Debtor performs under the note and security instrument and complies with the following terms and conditions of this Order.

Susan C. Meyer, Esq.
Shapiro Brown & Alt, LLP
236 Clearfield Avenue, Suite 215
Virginia Beach, Virginia 23462
(757) 687-8777
12-229266

It is further ordered that the Debtor(s) shall cure post-petition arrears of \$12,793.85, that includes payments from January 1, 2013 to May 1, 2013 in the amount of \$2,393.57 each, attorney fees in the amount of \$650.00, filing fees in the amount of \$176.00.

It is further ordered and agreed that the Debtor(s) shall cure the aforementioned delinquency as follows:

- 1) That the Debtor(s) cures(s) the remaining arrears in the amount of \$12,793.85 by making in addition to the regular monthly post petition payment, a payment of \$2,132.31 before the close of business on the 15th of every month commencing the 15th of June, 2013 and continuing through the 15th of November, 2013, and
- 2) Provided that Debtor(s) resume(s) making regular monthly post petition payments beginning with the installment due on June 1, 2013. All regular monthly payments and stipulated payments are to be sent directly to HSBC Bank USA, National Association, as Trustee of the First NLC Trust 2005-4, Mortgage-Backed Certificates, Series 2005-4. All payments made pursuant to this Order shall be applied first to reimburse the creditor for its attorney fees and costs in connection with this motion. All further payments will be applied to the debt in the manner prescribed by the deed of trust note and deed of trust.
- 3) The source of funds listed above will come from the Debtor's retirement savings which she has access to.

It is further ordered and agreed that should the Debtor(s) fail to make the above-mentioned payments as indicated, or should the Debtor(s) default for a period of thirty days in making future monthly post-petition payments, commencing with the payment due on June 1, 2013, or if any payments which have been acknowledged in the calculation of the mortgage arrears in this Order, but which subsequently are determined to be non-negotiable for any reason, the Movant may file

with this Court and mail to the Debtor(s), the Debtor(s) attorney and the Chapter 13 Trustee a Notice of Default setting forth the amount and nature of the alleged default under the terms of this Order.

If the Movant is not brought completely post petition current within 10 days of mailing of the Notice of Default pursuant to this Agreed Order or if no response is filed to said notice denying the default, specifically referencing the amounts paid by the Debtor(s) since the entry of the Order by check and money order number and requesting a hearing, then upon the filing of a Notice of Secured Creditor's Right to Commence Foreclosure the Movant shall be free to proceed in accordance with State Law and its deed of trust to foreclose upon its security interest with regard to the property with an address of 6340 Drew Drive, Virginia Beach, VA 23464, and more particularly described in the Deed of Trust dated November 18, 2005 and recorded as Deed Book/Instrument Number 20051206001983280, among the land records of the said city/county, as:

ALL THAT certain lot, piece or parcel of land situated in the City of Virginia Beach, Virginia, known, numbered and designated as Lot 45, in block "D", as shown on that certain plat entitled, "College Park Section 3, Virginia Beach, Virginia", duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 85, at pages 17 and 18.

It is further ordered and agreed that acceptance of partial payment by the Movant during the cure period shall not constitute a satisfaction or waiver of the notice of default; the forbearance provisions of this Order shall terminate upon the expiration of the ten day period in the absence of complete cure notwithstanding partial payment.

It is further ordered and agreed that the Debtor's right to cure shall be limited to two (2) such opportunities and that upon the filing of a third Notice of Default under the terms of this Order, there shall be no further opportunity to cure and the Movant may proceed to foreclose its security interest in the subject real property as described above.

It is further ordered and agreed that subsequent to any foreclosure sale of the subject property conducted by Movant, the Secured Creditor may take all lawful actions to take possession of the Subject Property.

It is further ordered and agreed that upon filing of a third Notice of Default or Notice of Secured Creditor's Right to Commence Foreclosure, F.R.B.P. 4001(a)(3) is not applicable in this instant case and HSBC Bank USA, National Association, as Trustee of the First NLC Trust 2005-4, Mortgage-Backed Certificates, Series 2005-4 may immediately enforce the provisions of this Order.

It is further ordered and agreed that upon the filing of Notice of Secured Creditor's Right to Commence Foreclosure or a third Notice of Default, the Trustee will be relieved from the obligation of making any further payments upon any secured claim filed by HSBC Bank USA, National Association, as Trustee of the First NLC Trust 2005-4, Mortgage-Backed Certificates, Series 2005-4.

Once the Debtor makes all of the stipulated payments and the regular monthly mortgage payments during the cure period as required in the Order, then all mortgage payments, costs, fees and late charges shall be deemed current from the date of the filing of the bankruptcy through the date of entry of the Order.

It is further ordered that the Movant shall promptly notify the Chapter 13 Trustee in writing of the results of any foreclosure of the subject deed and pay the Chapter 13 Trustee any excess funds received from such foreclosure sale, to be disbursed upon agreement with the Debtor or upon further order of the Court.

Nothing in this order shall prevent the Trustee from filing an objection to the modified plan if he deems it appropriate to do so.

Date: Jun 17 2013

By the Court:

/s/ Frank J. Santoro

The Honorable Judge Frank J. Santoro
United States Bankruptcy Judge

Notice of Judgment or
Order Entered on Docket: Jun 18 2013

I ask for this:

/s/ Susan C. Meyer
Susan C. Meyer, Esquire
Counsel for Movant

Seen; Agreed:

Debtor(s)' Attorney Certification: By signing below, I certify that I have discussed or otherwise made the Debtor(s) aware of the terms of this order and they have agreed to said terms as outlined herein.

/s/ Steve C. Taylor

Steve C. Taylor, Counsel for Debtor(s)

Seen; Agreed:

/s/ Warren A. Uthe for Michael P. Cotter

Michael P. Cotter, Trustee

I certify that this proposed Order has been endorsed by all necessary parties.

/s/ Susan C. Meyer

Susan C. Meyer, Esquire
Counsel for Movant

Copies of this order are to be sent to:

Shapiro Brown & Alt, LLP
236 Clearfield Avenue, Suite 215
Virginia Beach, Virginia 23462

Steve C. Taylor
Law Offices of Steve C. Taylor, PC
133 Mount Pleasant Road
Chesapeake, VA 23322

Michael P. Cotter
Chapter 13 Trustee
870 Greenbrier Circle, Suite 402
Chesapeake, VA 23320

Ricardo Melgoza and Laura F. Melgoza
6340 Drew Drive
Virginia Beach, VA 23464

CERTIFICATION

Pursuant to Local Rule 9022-1(C), I hereby certify that all necessary parties have endorsed the above order.

/s/ Susan C. Meyer

Susan C. Meyer, Esquire
Attorney for Movant

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